



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
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Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

August 7, 2012

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

Community Development Commission

1-D August 21, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE THE MASTER SERVICES AGREEMENT BETWEEN THE COUNTY AND
THE COMMUNITY DEVELOPMENT COMMISSION FOR SPECIAL SERVICES AND
GRANT ADMINISTRATION
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a revised Master Services Agreement (Agreement) between the County of Los Angeles (County) and the Community Development Commission of the County of Los Angeles (Commission), which will permit the reciprocal provision of services between the two entities. The Agreement will be effective on the date of Board approval, and will automatically renew each year. This letter relates to an item on the agenda of the Board of Supervisors.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Executive Director or his designee to execute the revised Master Services Agreement between the County and the Commission.
2. Authorize the Executive Director or his designee to execute future amendments to the Master Services Agreement, upon agreement by both parties, approval as to form by County Counsel, and advance notification to the Board.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1983, the Board of Supervisors and the Board of Commissioners of the Community Development Commission approved a Masters Services Agreement which allowed for the reciprocal provision of services between the County and the Commission.

In light of the increasing degree of collaboration between the County and the Commission on many projects serving County residents, some revisions to the 1983 Agreement are necessary to reflect current practices. The revised Agreement will permit the continued exchange of services between the two entities.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

Rates for services will be negotiated between the Executive Director of the Commission and the County Department providing or receiving said services.

Any funds used by the Commission to provide services to the County must be appropriated by the Board for such purposes. Funds received from the County will be incorporated in the Commission's budget for the fiscal year corresponding to the time during which the work will be provided.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The revised Agreement allows the County and the Commission to make use of contractors and/or consultants, as well as officers and employees, in the reciprocal provision of services between the two entities. The revised Agreement does not set a limit on the duration of services. The Agreement also allows the Commission to use a procurement conducted by the County in order to enter into its own contract with a vendor currently under contract with the County, provided that the procurement conducted by the County is in compliance with U.S. Department of Housing and Urban Development's procurement requirements as described under 24 Code of Federal Regulations (CFR) 85.36, known as the "Common Rule."

The County and the Commission agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions.

The revised Agreement is attached in substantially final form. It has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These activities are exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAMS

The revised Agreement will permit the Commission to continue to receive, as well as to provide, special services to the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

Enclosures

MASTER SERVICES AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____, 2012, by and between the COUNTY OF LOS ANGELES, a body corporate and politic hereinafter referred to as “County”, and the COMMUNITY DEVELOPMENT COMMISSION of the COUNTY OF LOS ANGELES, a public agency activated pursuant to Part 1.7 of Division 24 of the Health and Safety Code (§34100 et seq.), herein after referred to as “Commission.”

RECITALS:

WHEREAS, the Commission is desirous of contracting with the County for the performance of services to the Commission by the County’s appropriate officers, departments, commissions, bodies, employees, consultants and/or contractors.

WHEREAS, the County is agreeable to performing or contracting for the performance of such services to the Commission on the terms and conditions hereinafter set forth.

WHEREAS, such contracts for performance of services to the Commission are authorized and provided for by the provisions of Sections 56¼ and 56 ¾ of the Charter of the County of Los Angeles.

WHEREAS, the County is desirous of contracting with Commission for the performance of services to the County by the Commission’s appropriate officers, employees, consultants and/or contractors with expertise in the areas of: community and economic development; redevelopment; housing finance, rehabilitation, development, and construction; public facility rehabilitation, development and construction involving and including access to County-owned property; public housing and rental housing subsidies; land acquisition; and other related projects or programs.

WHEREAS, the Commission is agreeable to performing such services for the County on the terms and conditions hereinafter set forth.

WHEREAS, this Agreement will nullify the Master Services Agreement, No. 44747 executed between the Commission and the County June 28, 1983.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

County Services to the Commission

1. The County agrees, through its officers, departments, commissions, bodies, employees, consultants and/or contractors to perform needed services which may be requested by from the County as hereinafter provided to the Commission.
2. Notwithstanding these provisions, the Commission may obtain services from the County for one year or less, on a multi-year basis, or for one year with an automatic renewal provision, unless sooner terminated by either party.
3. The Commission shall pay for such services as provided for under this Agreement at rates or fees to be negotiated between the Executive Director of the Commission (hereinafter referred to as "Executive Director") and the County department(s) providing said services, and mutually agreed upon at the time services are requested.
4. The Executive Director may use funds included in the Commission's annual budget approved by the Board of Commissioners (hereinafter referred to as "BOC") for the fiscal year within which services shall be provided hereunder without the need to return to the BOC for additional authority to spend the funds. The Executive Director may also use any funds available to the Commission through federal, state, or local grants, loans, or other sources provided that the BOC has previously authorized the Executive Director to

accept said funds and incorporate them into the Commission's budget for the provision of needed services hereunder.

5. No service shall be performed hereunder unless the Commission shall have available funds previously identified to cover the costs thereof. The charge for such service shall be limited to funds appropriated by the BOC and the Board of Supervisors for such purposes.
6. During the term of this Agreement the County Counsel, Auditor-Controller, County Chief Executive Officer, County Executive Officer-Clerk of the Board, County Treasurer and Tax Collector shall serve the Commission in the performance of the similar duties as said officers perform for the County. No other function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the Commission's Executive Director or on the order of the BOC or the Board of Supervisors, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations. Authorized designees of both the County and the Commission shall acknowledge in writing the scope of services to be performed.
7. Whenever the County and the Commission mutually agree as to the necessity for any such County officer, department, commission, body, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the Commission, the Commission shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. Such quarters may be used by the County officer, department, commission, body, employee, consultant and/or contractor in connection with the

performance of its duties for the County and its County agencies; provided, however, that the performance of such duties shall not be at any additional cost to the Commission. In all instances where special supplies, stationery notices, forms and the like must be issued in the name of the Commission, the same shall be supplied by the Commission at its expense.

8. All persons employed in the performance of such services and functions for the Commission shall be County officers, employees, consultants and/or contractors, and no such person shall be concurrently employed by the Commission, nor shall he or she have any Commission pension, employment claim or other status or right. Subject to this Agreement, and only for the purpose of performing such services and functions and for the purpose of giving official status to the performance hereof, every County officer, employee, consultant and/or contractor engaged in performing such services or functions shall be deemed to be an officer, employee, consultant and/or contractor of said Commission while performing service to the Commission within the scope of this Agreement. The Commission shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for the Commission, or any liability other than that provided for in this Agreement.
9. Except as otherwise specified, the Commission shall not be liable for compensation or indemnity to any County officer, employee, consultant and/or contractor for injury or sickness arising out of these services.
10. Each County officer, department, commission, body, employee, consultant and/or contractor performing any service for the Commission provided herein shall keep

reasonably itemized and detailed work or job records covering the cost of all services performed and all additional items and expenses incidental to the performance of such function or service.

11. Before any work is done or service rendered hereto, an amount equal to the estimated cost, including contingencies, must be reserved by the Commission from its funds to ensure payment for work, services or materials provided hereunder.
12. The Commission may transfer its funds to the County for the cost of work, services, or materials provided hereunder in the full amount needed or in incremental amounts agreed upon before any work is done. As an alternative, the County department, commission, or body shall submit an itemized invoice which covers all services rendered by its officers, employees, consultants and/or contractors to the Commission and performed during the preceding thirty (30) days, and the Commission shall reimburse the County within thirty (30) days after receipt of said invoice.

Commission Services to the County

13. The Commission agrees, through its officers, employees, consultants and/or contractors, to perform needed services which may be requested by the County from the Commission as hereinafter provided.
14. Notwithstanding these provisions, the County may obtain services from the Commission for one year or less, on a multi-year basis, or for one-year with an automatic renewal provision, unless sooner terminated by either party.
15. The County shall pay for such services as provided for under this Agreement at rates or fees to be negotiated between the Executive Director and the County department(s)

requesting said services, and mutually agreed upon at the time services are requested by the County.

16. No Commission officer, employee, consultant and/or contractor shall perform for the County any function not coming within the scope of said duties of such officer, employee, consultant and/or contractor performing services for the Commission.
17. No function or service shall be performed hereunder by any Commission officer, employee, consultant and/or contractor unless such function or service is by direct order of the Board of Supervisors or shall have been requested in writing by the Chief Executive Office or a department head of the County, and each such service or function shall be performed at the times and under the terms and conditions mutually agreeable to the Commission and the Board of Supervisors, the Chief Executive Office, or County department requesting the service or function. Authorized designees of both the County and the Commission shall acknowledge in writing the scope of services to be performed.
18. Whenever the County and the Commission mutually agree as to the necessity for any such Commission officer, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the County, the County shall furnish at its own cost and expense all necessary office space, furniture, furnishings, office supplies, janitorial service, telephone, light, water and other utilities. Such quarters may be used by the Commission officer, employee, consultant and/or contractor in connection with the performance of its duties for the Commission; provided, however, performance of such other duties shall not be at any additional cost to the County. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the County, the same shall be supplied by the County at its expense.

19. All persons employed in the performance of such services and functions for the County shall be Commission officers, employees, consultants and/or contractors and no such person shall be concurrently employed by the County, nor shall he or she have any County pension, employment claim or any other status or right. Subject to this Agreement and only for the purpose of performing such services and functions and for the purpose of giving official status to the performance hereof, every Commission officer, employee, consultant and/or contractor engaged in performing such services or functions shall be deemed to be an officer, employee, consultant and/or contractor of said County while performing service to the County within the scope of this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any Commission personnel performing services hereunder for the County, or any liability other than that provided for in this Agreement.
20. Except as otherwise specified, the County shall not be liable for compensation or indemnity to any Commission officer, employee, consultant and/or contractor for injury or sickness arising out of these services.
21. Each Commission officer, employee, consultant and/or contractor performing any service for the County provided herein shall keep reasonably itemized and detailed work or job records covering the cost of all services performed and all additional items and expenses incidental to performance of such function or service.
22. Before any work is done or service rendered hereto, an amount equal to the estimated cost, including contingencies, must be reserved by the County from its funds to ensure payment for work, services or materials provided hereunder.

23. The County will transfer its funds to the Commission for the cost of work, services, or materials provided hereunder in the full amount or in incremental amounts agreed upon before any work is done. Said funds shall be incorporated into the Commission budget for the fiscal year that corresponds to the time during which the work will be provided or as required by contractual obligations.

Commission Services for State or Federally Funded Activities

24. The Commission agrees to administer state and federal funds, including but not limited to the Emergency Shelter Grant, HOME, and the Community Development Block Grant (CDBG), as the County's agent in accordance with all applicable laws and regulations and as authorized by the Board of Supervisors and/or the BOC.
25. The Commission shall be responsible for recommending expenditures of state and federal funds to the Board of Supervisors and/or the BOC, and will process those recommendations to completion.
26. The Commission agrees to establish necessary budget appropriations within its budget with respect to the administration of state and federally funded activities.
27. All parties agree to be bound by applicable state, federal, and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of applicable laws, ordinances, regulations, and directives including the County Auditor-Controller Contract Accounting and Administration Handbook.
28. The Commission agrees that in the event that any state or federally funded activity established hereunder is subjected to audit exceptions by appropriate state and/or federal

audit agencies, the Commission shall be responsible for complying with such exceptions and paying the full amount of the County's liability to the funding agency resulting from such audit exceptions, except for the audit exceptions and liability resulting from the fault of the County. Except for misfeasance and/or malfeasance, the Commissioners, the Executive Director and/or his subordinate officers and employees shall not be personally responsible for any liabilities resulting from the audit exceptions.

Commission Use of County Procurement

29. The Commission may use direct services provided by the County Internal Services Department (ISD) or services contracted to private vendors by ISD, if the agreement between ISD and the private vendor authorizes the vendor to do business with entities affiliated with the County. In either case, the Commission will have the option to make direct payments to ISD for services rendered or to execute a Commission contract and make direct payments to the vendor
30. The Commission may use a procurement by the County in order to enter into a separate contract for specific goods or services of a routine nature with any vendor currently under current contract with the County, provided that the procurement conducted by the County is in compliance with the U. S. Department of Housing and Urban Development's procurement requirements as described under 24 Code of Federal Regulations (CFR) 85.36, known as the "Common Rule". The County will incur no responsibility, financial or otherwise, for Commission contracts entered into using procurement conducted by the County.

General Provisions

31. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Government Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Government Code, will each assume the full liability would be imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such a liability would be imposed in the absence of Section 895.2 of said Government Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The Commission and the County agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made hereof as if fully set forth.
32. This Agreement shall become effective on the date of approval by the governing bodies of both entities and shall automatically renew annually unless sooner terminated by either party.
33. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Commission, except as expressly set forth in this Agreement.
34. The Commission agrees that it shall not make any discrimination, distinction, or restriction on account of color, race, religion, ancestry, sex, marital status, or national

origin contrary to the provisions of Section 51, et seq. of the California Civil Code which is incorporated herein by reference as if set forth herein full. Upon a final determination by a court of competent jurisdiction, the Commission has violated such section, this Agreement shall be deemed void and of no force and effect, and the Commission shall be liable for any damages for violation of said sections.

35. Unless otherwise specified, all notices, reports and statements, desired or required to be given to the Commission hereunder or under any law now or hereafter, shall be sent or delivered to the following address:

**Executive Director of the Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755**

Unless otherwise specified, all notices, reports and statements, desired or required to be given to the County hereunder or under any law now or hereafter, shall be sent or delivered to the following address:

**Executive Officer-Clerk of the Board, Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012**

36. This Agreement contains all the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements of understanding pertaining to any such matters shall be effective for any purpose, no provision of this Agreement may be amended or added except by any amendment in writing signed by the parties hereto. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto and shall continue until terminated by

one of the parties upon delivery of written notice to the other as specified in this Agreement.

37. This Agreement specifically expressly supersedes contract No. 44747 which shall be of no further force and effect.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed thereto and attested by the Executive Officer-Clerk of said Board and the Commission has caused these presents to be subscribed by its Executive Director and the seal of the Commission affixed thereto on the day and year first above written.

COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES

Executive Director

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy